

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

AARON BEAVER,  
Plaintiff,

Civil No. 2:19-cv-00717

v.

COMPLAINT FOR ERISA BENEFITS

THE LINCOLN NATIONAL LIFE  
INSURANCE COMPANY,  
Defendant.

Plaintiff, Aaron Beaver, makes the following representations to the Court for the purpose of obtaining relief from Defendant's refusal to pay long term disability (LTD) benefits due under an ERISA employee benefit plan, and for Defendant's other violations of the Employee Retirement Security Act of 1974 ("ERISA"):

**JURISDICTION AND VENUE**

1. This Court's jurisdiction is invoked pursuant to 28 U.S.C. § 1337 and 29 U.S.C. § 1132(e) (ERISA § 502(e)). Plaintiff's claims "relate to" an "employee welfare benefits plan" as

1 defined by ERISA, 29 U.S.C. § 1001 et seq. and the subject benefit plan constitutes a  
2 “plan under ERISA.”

3 2. The ERISA statute, at 29 U.S.C. § 1133, as well as Department of Labor regulations, at 29  
4 C.F.R. § 2560.503-1 provide a mechanism for administrative or internal appeal of  
5 benefits denials. In this case, the plan’s mandatory appeals have been exhausted and  
6 this matter is now properly before this court for judicial review.

7 3. Venue is proper within the Western District of Washington pursuant to 29 U.S.C. §  
8 1132(e)(2), as the district in which the plan was administered.

9 **PARTIES**

10 4. Plaintiff, Aaron Beaver (hereinafter, “Plaintiff”), is currently and was at all times  
11 relevant to this case a resident of Richland, Benton County, Washington.

12 5. Defendant The Lincoln National Life Insurance Company (“Lincoln National”), is an  
13 insurance company headquartered in Omaha, Nebraska, and is authorized to transact  
14 the business of insurance in this state.

15 6. Lincoln National is the party obligated to pay benefits and to determine eligibility for  
16 benefits under Group Long Term Disability Policy No. 000010173541, issued by Lincoln  
17 National to Washington State Auto Dealers Insurance Trust.

18 7. Lincoln National may be served with process in Washington by and through its  
19 registered agent for service of process, Corporation Service Company, 300 Deschutes  
20 Way Southwest, Suite 304, Tumwater, WA 98501.

**FACTS**

8. Plaintiff was employed by Overturf Motor Company, Inc., as a salesperson.
9. Overturf Motor Company participates in employee benefit plans sponsored and administered by the Washington State Auto Dealers Insurance Trust.
10. By virtue of his employment, Plaintiff was covered by Group Long Term Disability Policy No. 000010173541, issued by Lincoln National to the Washington State Auto Dealers Insurance Trust.
11. The provision of group long term disability insurance coverage to employees of various Washington State Auto Dealers constitutes an ERISA welfare benefit plan ("Plan").
12. The Plan is administered by the Washington State Auto Dealers Insurance Trust from its offices at 12121 Harbour Reach Drive, Suite 105, Mukilteo, Snohomish County, Washington.
13. Plaintiff stopped working for Overturf Motor Company on or about November 17, 2014 due to disabling symptoms of a sleep disorder, headaches, carpal tunnel syndrome, lumbar radiculopathy, pancreatitis, and other conditions.
14. When Plaintiff ceased work he was covered under the terms of the Plan.
15. Plaintiff timely applied for long term disability benefits under the Plan.
16. For the first year of long term disability benefits under the Plan, the standard for disability is an inability to perform one's "own occupation."
17. Lincoln National approved Plaintiff's claim for "own occupation" LTD benefits, and paid his claim for the first year of such benefits.

1 18. After the policy's waiting period and first year of benefits, i.e., beyond May 18, 2016, the  
2 Plan provides that the standard for disability is an inability to perform "any Gainful  
3 Occupation."

4 19. Lincoln National denied Plaintiff's claim for "any occupation" disability benefits by  
5 letter dated May 12, 2016.

6 20. By letter dated November 17, 2016, Plaintiff timely appealed Lincoln National's denial.

7 21. As part of his appeal, Plaintiff submitted evidence from his treating providers that he  
8 was still suffering from a debilitating sleep disorder which caused excessive daytime  
9 fatigue, among other conditions and symptoms.

10 22. By letter dated March 1, 2017, Lincoln National upheld its prior denial of Plaintiff's  
11 claim.

12 23. By letter dated August 28, 2017, Plaintiff timely submitted a second appeal to Lincoln  
13 National.

14 24. Plaintiff's second appeal included evidence showing that although he had undergone  
15 surgery in an attempt to manage his sleep disorder, he continued to experience  
16 excessive daytime fatigue due to poor sleep, along with his other conditions.

17 25. By letter dated December 6, 2017, Lincoln National issued its final denial of the claim.

18 26. Lincoln National's December 6, 2017 letter stated that Plaintiff had "exhausted all rights  
19 of appeal..."

20 27. Plaintiff has exhausted the Plan's administrative remedies.

21 28. This complaint is timely filed within the contractual limitations period stated in the  
22 policy.

1 29. Plaintiff was and continues to be disabled under the terms of the Plan.

2 30. Defendant would pay any benefits due out of its own funds.

3 31. Defendant was under a perpetual conflict of interest because the benefits would have  
4 been paid out of its own funds.

5 32. Defendant allowed its concern over its own funds to influence its decision-making.

6 **FIRST CAUSE OF ACTION**  
7 **FOR PLAN BENEFITS PURSUANT TO 29 U.S.C. §§ 1132(a)(1)(B)**

8 33. Under the terms of the Plan, Defendant agreed to provide Plaintiff with long term  
9 disability benefits in the event that Plaintiff became disabled as defined by the Plan.

10 34. Plaintiff is disabled and entitled to benefits under the terms of the Plan.

11 35. Defendant failed to provide benefits due under the terms of the Plan and these denials  
12 of benefits to Plaintiff constitute breaches of the Plan.

13 36. The decisions to deny these benefits were wrong under the terms of the Plan.

14 37. The decisions to deny benefits and decision-making processes were arbitrary and  
15 capricious.

16 38. The decisions to deny benefits were not supported by substantial evidence in the  
17 record.

18 39. As a direct and proximate result of the aforementioned conduct of the Defendant in  
19 failing to provide benefits for Plaintiff's disability, Plaintiff has been damaged in the  
20 amount equal to the amount of benefits to which he would have been entitled under the  
21 Plan.

22 40. As a direct and proximate result of the aforementioned conduct of the Defendant in  
23 failing to provide benefits for Plaintiff's disability, Plaintiff has suffered, and will

1 continue to suffer in the future, damages under the Plan, plus interest and other  
2 damages, for a total amount to be determined.

3 **PRAYER FOR RELIEF**

4 WHEREFORE Plaintiff requests that this Court grant him the following relief in this  
5 case:

6 **On Plaintiff's First Cause of Action:**

- 7 1. A finding in favor of Plaintiff against the Defendant;
- 8 2. Damages in the amount equal to the disability income benefits to which he was  
9 entitled through the date of judgment, for unpaid benefits pursuant to 29 U.S.C. §  
10 1132(a)(1)(B);
- 11 3. Prejudgment and postjudgment interest;
- 12 4. An Order requiring the Defendant to pay continuing benefits into the future, so long  
13 as Plaintiff remains disabled under the terms of the Plan, as well as any other collateral  
14 benefits to which he might be entitled on the basis of being disabled under the LTD plan, in  
15 the future so long as Plaintiff remains disabled under the terms of the Plan;
- 16 5. Plaintiff's reasonable attorney fees and costs; and
- 17 6. Such other relief as this court deems just and proper.

18 Dated this 14th day of May, 2019.

19 Respectfully submitted,

20 BY: s/Jeremy L. Bordelon  
21 Jeremy L. Bordelon, WSBA No. 53118  
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